

PENDLETON COUNTY FISCAL COURT  
March Term, March 25<sup>th</sup>, 2008

COURT MET PURSUANT TO ADJOURNMENT  
With  
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
Presiding

MEMBERS PRESENT: Bobby Fogel, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean, Absent

Invocation was given by Judge Bertram, Pledge Allegiance lead by Judge Bertram

In Re: Agenda

A copy of the Agenda for this meeting was presented to each Fiscal Court member. Judge/Executive Bertram added item 12A Fifth Third Bank Collateral Agreement. Whereup Squire Wells made a motion to approve the agenda as presented and amended, seconded by Squire Whaley, motion carried.

In Re: Approval of Minutes of March 11<sup>th</sup>, 2008 Fiscal Court Meeting

Minutes of the March 11<sup>th</sup>, 2008 Fiscal Court Meeting Fiscal Court meeting was presented to the Court by Vicky King, Fiscal Court Clerk. Whereupon Squire Veirs made a motion to accept the minutes as presented, seconded by Squire Fogle, motion carried.

In Re: Pendleton County Treasurer's Report , for the month of February , 2008

Pendleton County Treasurer, Vicky King submitted a written report for the month of February 2008. This report was submitted for review at the last regular Fiscal Court meeting. Squire Whaley made a motion to accept the February, 2008 Treasurer's Report as submitted and reviewed, seconded by Squire Wells, motion carried.

In Re: Approval of FY 2008-2009 Jail Budget

Judge Bertram presented the Fiscal Court with a copy of the Fiscal Year 2008-2009 Jail Budget. Squire Veirs made a motion to accept the Jail Budget as presented, seconded by Squire Fogle, motion carried.

Pendleton County Fiscal Court  
Budget Appropriations  
Fiscal Year 2008-2009  
03- Jail Fund

Account Code	Description	Appropriation Amount
Jail Fund		
03-5101-101-	JAILERS SALARY	38,500.00
03-5101-123-	JAIL PERSONNEL	24,000.00
03-5101-179-	PART-TIME HELP	23,000.00
03-5101-212-	TRAINING FRINGE BENEFITS	1,800.00
03-5101-314-	CONTRACT WITH OTHER COUNTIES	240,000.00
03-5101-336-	EQUIPMENT REPAIR	500.00
03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES	70,000.00
03-5101-441-	MACHINERY AND EQUIPMENT	1,000.00
03-5101-445-	OFFICE SUPPLIES	700.00
03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC	25,000.00
03-5101-481-	STAFF UNIFORMS	1,500.00
03-5101-549-	ROUTINE MEDICAL	25,000.00
03-5101-573-	TELEPHONE	2,500.00
03-5101-592-	MAINTENANCE & REPAIR - VEHICLES	2,500.00
03-5101-599-	MISCELLANEOUS EXPENSE	1,000.00
03-5101-723-	MOTOR VEHICLE	0.00
03-5102-314-	JUVENILE, CONTRACTS WITH OTHER COUNTIES	6,000.00
	5100 SubTotal	463,000.00
03-9100-503-	BANK CHARGES	100.00
03-9100-551-	MEMBERSHIP DUES	350.00
03-9100-569-	STAFF TRAINING	2,000.00
	9100 SubTotal	2,450.00
03-9200-999	RESERVE FOR TRANSFER	20,000.00
	9200 SubTotal	20,000.00
03-9400-201	SOCIAL SECURITY, COUNTY SHARE	6,550.00
03-9400-202	JAIL RETIREMENT MATCH	1,750.00
03-9400-205-	EMPLOYEES HEALTH INSURANCE	2,400.00
03-9400-208-	UNEMPLOYMENT INSURANCE	200.00
03-9400-209	WORKERS COMPENSATION	3,100.00
	9400 SubTotal	27,000.00
	Total Jail Fund	512,450.00

Proposed Budget For Pendleton County Fiscal Court  
Fiscal Year 2008-2009  
Estimated Receipts

CO Jail Fund		
4533	JAIL OPERATION PAY	48,000.00
4534	JAIL MEDICAL PAYMENTS	2,000.00
4535	COURT COSTS - JAIL OPERATION	6,500.00
4536	DUTY FEES FROM STATE	2,000.00
4567	COURT POST SUPPLEMENT	15,000.00
4799	OTHER RECEIPTS	2,000.00
4801	INTEREST EARNED	1,500.00
4801	SURPLUS - PRIOR YEAR	20,000.00
4910	TRANSFERS FROM OTHER FUNDS	415,450.00
TOTAL ESTIMATED RECEIPTS		512,450.00

The foregoing, a substantial copy of the County Budget for the Fiscal Year, as submitted to the State Local Finance Officer by the County Judge Executive, is published in compliance with the law. This budget was tentatively approved at the regular meeting of the Fiscal Court and is subject to approval as to form and classification by the State Local Finance Officer.

The 2nd reading of the budget ordinance will be held at the regular Fiscal Court meeting. All interested people are invited to attend this meeting.

Respectfully submitted,

**In Re: Contract with Jon Gosney Electrical Services for Maintenance on Radio Tower Equipment**

Judge Bertram presented the Fiscal Court with a copy of a contract with Jon Gosney Electrical Services to furnish labor to perform routine preventive maintenance checks on the standby generator equipment, building HVAC, and associated equipment in the Radio Tower Buildings located at Butler, Peach Grove and Morgan Hightower road sites. Squire Whaley made a motion to accept the contract as presented, seconded by Squire Veirs, motion carried.

Information recorded as follows:

**PROPOSAL**  
**JON GOSNEY ELECTRICAL SERVICES**  
**PO BOX 99**  
**INDEPENDENCE, KY 41051-0099**

1859/ 591-6235

DATE: MARCH 1, 2008

Submitted to:

HONORABLE JUDGE HENRY BERTRAM  
PENDLETON COUNTY FISCAL COURT  
233 MAIN STREET  
PALMOUTH, KY 41040

**JOB NAME: RADIO TOWER BUILDING DISPATCH EQUIPMENT AT BUTLER, PEACH GROVE AND MORGAN HIGHTOWER SITES**

WE PROPOSE hereby to furnish labor to perform routine preventive maintenance check lists on the standby generator equipment, building HVAC, and associated equipment. We will provide a quarterly check list. Any repair work will be performed on a time and material basis upon approval by the county.

Cost of this service will be Eighty dollars (\$80.00) for each building location sites

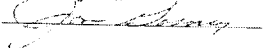
**NOTE: Addition and/or changes to the specifications set forth in this proposal will incur additional charges.**

**"NOTICE TO OWNER"**

Under the Mechanics' Lien Law, any contractor, subcontractor, laborer, material-man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property.

Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for the work of improvement of a modification thereof, in the office of the county recorder of the county where the property situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of the claims of all persons furnishing labor services, equipment or materials for the work described in said contract.

Authorized Signature:



Note: We may withdraw this proposal if not accepted within 30 days.

**ACCEPTANCE OF PROPOSAL** - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_ Signature: \_\_\_\_\_

**In Re: Resolution Adopting Hickory Hill Court into the County Road Maintenance System.**

Judge Bertram presented the Fiscal Court with a resolution to allow for the insertion Hickory Hill Court into the county road maintenance system. Squire Veirs made a motion to approve the resolution as presented, seconded by Squire Fogle, motion carried.

Information recorded as follows:

RESOLUTION NO. \_\_\_\_\_

**COUNTY OF PENDLETON KENTUCKY**

**A RESOLUTION TO ALLOW FOR THE INSERTION OF A ROAD INTO THE COUNTY ROAD MAINTENANCE PROGRAM.**

**WHEREAS,** The Pendleton County Fiscal Court in and through its administrative code and planning commission subdivision regulations may adopt new roads into the county road system; and

**WHEREAS,** Ken Perry, Realty, is requesting 1234 feet (.233 miles) of "Hickory Hill Court" be adopted into the county road system with the road having a 50 foot right-of-way; and

**WHEREAS,** The said road lies on the southeast side of Hickory Grove Road approximately .32 miles from the intersection of Hickory Grove and Highway 10, and

**WHEREAS,** A map of said road is attached to this resolution; and

**WHEREAS,** The aforementioned road was constructed and approved per the Pendleton County Subdivision Regulation by the Northern Kentucky Area Planning Commission and the Pendleton County Road Supervisor; and

**NOW, THEREFORE, BE IT RESOLVED** that the Pendleton County Fiscal Court does hereby take over maintenance and repair of .233 miles of Hickory Hill Court.

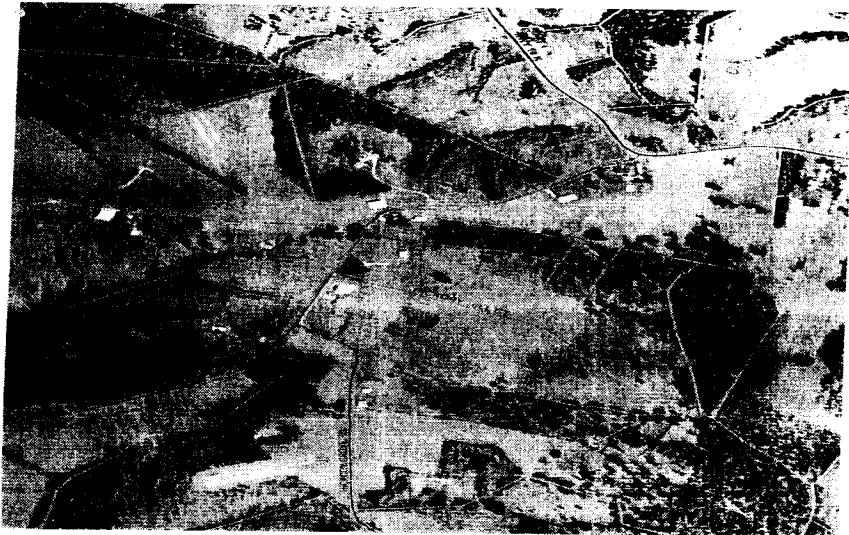
This adoption shall take place on March 25, 2008.

Done during a regular scheduled fiscal court meeting at Falmouth, Kentucky on March 25, 2008.

\_\_\_\_\_  
Henry W. Bertram  
County Judge/Executive  
Pendleton County

ATTEST:

\_\_\_\_\_  
Vicky King  
Fiscal Court Clerk



DELBERT K. PERRY  
2 TIMBERLINE DRIVE  
ALEXANDRIA, KY 41001

March 12, 2008

Hon. Henry W. Bertram  
Pendleton County Judge Executive  
Pendleton County Courthouse  
Main Street  
Falmouth, KY 41040

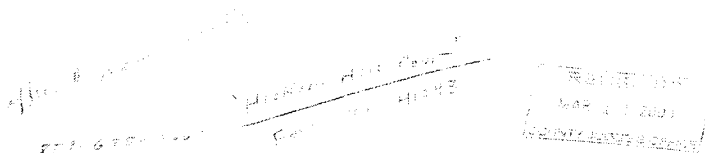
Judge, Thank-you for all your help with the Hickory Grove Subdivision.

Since we have met all the Pendleton County Subdivision regulations and requirements, I ask that you formally accept the subdivision improvements and take over future maintenance.

If there are any further questions regarding this matter, please do not hesitate to call me.

Respectfully

  
Delbert K. Perry

  
Hickory Grove Subdivision  
Falmouth, KY 41040  
Mar 11 2008  
Pendleton County Courthouse

June 29, 2007

Mr. Owen Collins, Chairman  
Pendleton County Joint Planning Commission  
230 Main Street  
Falmouth, KY 41040

Dear Mr. Chairman:

RE: FF-3 HICKORY GROVE  
PRINCIPAL: JRP INVESTMENTS, INC.  
SURETY: FIRST SECURITY IRREVOCABLE STANDBY LETTER OF CREDIT #05008  
AMOUNT: \$25,591.23

On site inspection reveals that the work guaranteed relative to the above referenced surety has been completed in substantial compliance with the approved improvement drawings and specifications

In addition, such work has been in place for the duration of the minimum waiting period required in the subdivision regulations.

Therefore, Staff recommends that the original above referenced surety be returned to the principal. Note that by statute, the dedicated streets contained on the above referenced Final Plat will become the maintenance responsibility of the legislative body 45 days from the release of the surety.

If you have any questions concerning this matter, please do not hesitate to call upon the NKAPC staff.  
Thank You.

Sincerely,

D. Scott Hiles  
Deputy Director, Infrastructure Engineering

DSH  
attachment: copy of letter of credit #05008

cc: Mr. Timothy D. Theissen, Attorney  
Judge Executive, Mr. Henry Bertram  
JRP Investments, Inc.

**In Re: Approve change order for Animal Shelter addition.**

Judge Bertram presented a change order from Bowling Construction in the amount of \$780.00 for the animal shelter addition. This change order was to install a five (5') foot knee wall the full length of the building with R-19 insulation and install ceiling four (4') wide full length of building with R-19 insulation this will help to reduce the cost of heating the animal shelter. Squire Wells made a motion to approve the change order, seconded by Squire Whaley, motion carried.

Information recorded as follows:

E. J. ...

Bear Lake Const. Town  
Harry Bear Lake

Install A 5' Feet Raze wall Full Length of Building  
With R-19 Insulation and 1/2" OSB Board for covering

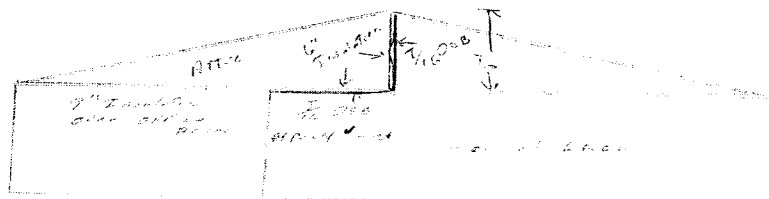
Install Ceiling 4' Feet wide Full Length of Building  
With R-19 Insulation and 1/2" OSB Board for ceiling

This will reduce heating Area By Approx. 2000 cubic Feet

Labor + materials

780.02

My Darling



**In Re: County Road Aid Contract**

Judge Bertram informed the court that he received an email from Judge Turner regarding the County Road Aid Contracts and the fact that the contract amount was possibly over estimated by 8% due to legislature not funding. This information was for information purposes only. Discussion was held, no action taken.

Information recorded as follows:

© 1994 Audiotape

[illegible]

C99, Aid Info

County Judge' <mclean@dynasty.net>, 'Meade County Judge' <meadeeco@bbtel.com>, 'Menifee County Judge' <hsxston@mrte.com>, 'Mercer County Judge' <jtriser@mercerry.com>, 'Metcalf County Judge' <metcoje@scrte.com>, 'Monroe County Judge' <m.judgeexecutive@mchsi.com>, 'Montgomery County Judge' <floyd.arnold@ky.gov>, 'Morgan County Judge' <mcf.tc@gmail.com>, 'Muhlenberg County Judge' <nnewman@muhlon.com>, 'Nelson County Judge' <ncjudge@bardsown.com>, 'Nicholas County Judge' <dana2@qx.net>, 'Ohio County Judge' <ocjudge@bellsouth.net>, 'Oldham County Judge' <dmurner@oldhamcounty.net>, 'Owen County Judge' <owenjudge@bellsouth.net>, 'Owsley County Judge' <cojudge@prtcnet.org>, 'Pendleton County Judge' <pendjud@fuse.net>, 'Perla, Suzanne-Hardin County Judge asst.'" <sperla.hcgo@hcky.org>, 'Perry County Judge' <perrycounty1@yahoo.com>, 'Pike County Judge' <wayne.rutherford@pikecountyky.gov>, 'Powell County Judge' <judge099@yahoo.com>, 'Pulaski County Judge' <bbullock@pcgovt.com>, 'Robertson County Judge' <brallison@alltel.net>, 'Rockcastle County Judge' <rockcastlejudgeexec@alltel.net>, 'Rowan County Judge' <jnickell50@yahoo.com>, 'Russell County Judge' <refisct@duo-county.com>, 'Scott County Judge' <glusby@scotky.com>, 'Shelby County Judge' <rob.rothenburger@shelbycountykentucky.com>, 'Simpson County Judge' <judge@simpsoncounty.us>, 'Spencer County Judge' <davidjenkins@spencercountyky.gov>, 'Taylor County Judge' <judgeexec@taylorcounty.us>, 'Todd County Judge' <tcjudgex@mchsi.com>, 'Trigg County Judge' <tcjudge@vci.net>, 'Trimble County Judge' <tcfc@insightbb.com>, 'Union County Judge' <ucjudge1@bellsouth.net>, 'Warren County Judge' <mike.buchanan@ky.gov>, 'Washington County Judge' <washcofc@kyol.net>, 'Wayne County Judge' <waynecountyjudge@windstream.net>, 'WayneCountyDeputyJudge' <wcdeputyjudge@windstream.net>, 'Webster County Judge' <wcfcourt@bellsouth.net>, 'Whitley County Judge' <pwhite@2geton.net>, 'Wilder, Judge Tony' <twilder@boyleky.com>, 'Wolfe County Judge' <rhurst@mrte.com>, 'Vince Lang' <vlang@kckja.org>

I'm sure most of you have heard this but thought I would send it out just in case you haven't. The figures given to you for your County Road Aid estimate were based on the state putting the extra 1.5 cents of the gas tax increase into to formula that dedicates a portion of it to County Road Aid. However, the House took nearly all the funds and placed them in a bond payment account rather than let them enter the formula. If this portion of the House budget makes it through the Senate, then you will need to decrease the amount given you by GOLD by approximately 8% based on the figures I have seen with the new projections. I thought you should have this info as I know many of you are working on your budgets at this time. Contact your Senator to let them know the issues the state faces in regards to higher material and construction costs are the same we face and these dollars are essential to our counties to remain in the CRA formula. A greater problem I see is that it sets a dangerous precedent that any new gas tax revenue will be deleted from the formula and we may never see any new revenue. Me, Vince, Mike Miller and others fought hard in '86 to get the formula in statute and its worked well since that time dedicating a portion of the gas tax to counties. Below is info that is being distributed regarding the gas tax and CRA:

Please contact me or Vince if you have any questions.

Tommy Turner

The House A & R committee has assigned most of the new money (the automatic trigger) that increases the motor fuels tax based on the wholesale price of gasoline to retire debt service on a \$500 million bond issue for road projects.

KYTC had provided information to GOLD staff that provided the estimated increase to local governments on

the revenue sharing program. With the current language in the House budget, cities and counties will not receive funds based on the figures shared by GOLD staff at the budget training workshops.

Of the 1.5 cent increase, the committee sets aside 1.4 cents for debt service. Bottom line, *the revenue sharing program will only receive a very small portion of the one penny left.*

When KYTC sent the information to GOLD in January, there was a note stating the new funds are contingent on legislative actions. **Commissioner B D Wilson has requested that we notify our local gov't. members of the proposal in the House budget that reduces the amount of the increase.** As soon as the budget is passed in final draft, KYTC will revise the amounts available for local units of government.

No virus found in this incoming message.  
Checked by AVG.  
Version: 7.5.519 / Virus Database: 269.21.8/1337 - Release Date: 3/20/2008 8:10 PM

Content-Description: "AVG certification"  
Part 1.2 Content-Type: text/plain  
Content-Encoding: quoted-printable

**In Re: Approval to restructure Animal Control Operations and Employment.**

Judge Bertram stated that the position of Animal Control Officer should be changed from an hourly position to a salaried position. **Squire Fogle** made a motion to change the position to a salaried position, seconded by **Squire Wells**, motion carried.


**In Re: Fifth Third Bank Collateral Agreement.**

Judge Bertram presented the Fiscal Court with a collateral Agreement from Fifth Third Bank and ask that the court allow him to sign the agreement. Judge Bertram stated that the agreement had been reviewed by County Attorney Jeff Dean and had met with his approval. **Squire Wells** made a motion to accept the agreement as presented, seconded by **Squire Veirs**, motion carried. Information recorded as follows.





BoNY UID Conversion Process



RM Notify Clients

1. The Relationship Manager will identify all the Public Fund clients that will require a new Collateral Management contract. (The Collateral Management Group (CMG) in cooperation with the Public Funds Group will email a list of 5/3rd clients that require a BoNY Account to their respective RMs. This email will request completion of the BoNY Third Party Custodian Agreement.)

2. The CMG will provide the RMs with blank copies of the BoNY Third Party Custodian Agreement. (Copies can also be obtained from the form library under Public Funds Collateral Pledge Agreement)

3. The Relationship Manager will coordinate agreement signoff with the client using the BoNY Third Party Custodian Agreement Checklist found on the next page. This agreement is required to be filled out in triplicate. (3 originals)

RM Returns Completed Paperwork to CMG

4. The Relationship Manager will mail the 3 originals & "BoNY Third Party Custodian Agreement Checklist" to the CMG:

CMG Sends paperwork to BoNY

5. The CMG receives and signs the 3 original agreements

6. The CMG files a copy in the customer file

7. The CMG mails the 3 original agreements to BoNY

8. BoNY Receives and signs the 3 original agreements

9. BoNY files one original agreement, mails one to 5/3rd and mails one to the client.

10. BoNY finishes the setup process

11. BoNY will assign and communicate the new UID via phone to the CMG

12. The CMG will call the RM instructing them to have their client send in a collateral release letter to FRB or LaSalle

13. The CMG will provide the RM with each client's pledged inventory

14. Client faxes collateral movement memo to FRB or LaSalle, the letter should include:

15. LaSalle or FRB delivers collateral to BoNY

CMG Tracking

☐

Fifth Third Treasury  
MD 10903A / Attn: Treid Onweiler  
Cincinnati, OH 45263  
-or-  
Interoffice Mail MD 10903A

☐

Client Letterhead  
Cusip  
Orig. Face / Current Face  
Transfer/Verbiage  
Delivery instructions

☐

REQUIRED INFORMATION

Client Name

Affiliate

Client TID#

Contact Person / Last 6 Digid SS#

Contact Person Phone #

Back-up Person / Last 6 Digid SS#

RM Name / Officer Number / Phone Number

Fax Statement Frequency

☐ On-Line ☐ None ☐ Daily ☐ Weekly&Monthly ☐ Monthly ☐ Fax#

BoNY Third Party Custodian Agreement Checklist

Note: Please return this form along with three BoNY Third Party Custodian Agreements (filled out in triplicate, 3 originals)

Pg 1

☐ Top: Date the customer fills out these forms

☐ Top: Customer Entity Name

Pg 6

☐ 8 (f): Customers Address for Confirmations

Pg 8

☐ "Customer Name" above [PUBLIC ENTITY] line

☐ Print customers signator's "name" on blank line under [PUBLIC ENTITY] Line

☐ Have customer signator "sign"

☐ Print signator's "title"

☐ Middle / Right: Leave FIFTH THIRD Bank Signature Blank The Treasury Department will fill this out.

☐ Bottom / Right: Leave THE BANK OF NEW YORK Signature Blank The Bank of New York will fill this out.

EXHIBIT B (The form "Public Funds Collateral Pledge Agreement EXHIBIT B [State] Example" in the forms library will give the individual state collateral requirements)

☐ Top/Left: Current Date

☐ Top/Center: Client Name

☐ RM Ensure EVERY line in the Yes/No field is filled in with either a Yes or a No

☐ RM Ensure ALL the lines next to the Yes/No field that is filled in with a Yes, is filled in with a percentage that represents 100% plus the client hair cut (i.e. 103% ).

☐ Bottom Left [BUYER] Client Name

☐ Under Client Name is Client signature

☐ Under client Signature Print Name

☐ Under Print Name Title

☐ Under Title today's date

☐ Bottom / Center: [SELLER] do not fill this out the Fifth Third Treasury Division will fill this out.

☐ Bottom / Right [ACCEPTED] do not fill this out the Bank of New York will fill this out.

EXHIBIT C

☐ Print authorized lead officer client title

☐ Print customer Name Under authorized client title

☐ Policy / by laws / rules / regulations / procedures = the governance rules client adheres to

☐ Current date

☐ Name / Title / Signature of each authorized persons

☐ Bottom = Signature / title /date by lead officer

**THIRD PARTY CUSTODIAN AGREEMENT**  
(Collateralized Public Deposits)

THIS AGREEMENT, made and executed as of \_\_\_\_\_ between  
Fifth Third Bank ("Bank") and The Bank of New York ("Custodian"). ("Public Entity").

WITNESSETH

WHEREAS, Public Entity desires to maintain or continue to maintain public deposits with Bank;

WHEREAS, Bank desires to obtain or continue to maintain such deposits and to provide security therefor as required by applicable law, regulation or rule;

WHEREAS, Bank has pledged to Public Entity and granted Public Entity a security interest in certain securities to secure Public Entity's uninsured deposits with Bank as required by applicable law, regulation or rule;

WHEREAS, Custodian agrees to provide safekeeping services and to hold any securities pledged by Bank to Public Entity in a separate custodial account maintained by Custodian in the name of Bank for the benefit and subject to the control of Public Entity as secured party pursuant to this Agreement.

NOW, THEREFORE, in consideration of the mutual promises set forth hereafter, the parties hereto agree as follows:

**1. Security Requirements**

(a) Bank, to secure the timely payment of Uninsured Deposits heretofore or hereafter made by Public Entity, including any interest due thereon, has deposited with Custodian certain Securities as more fully described in the initial confirmation or safekeeping receipt of such deposit delivered by Custodian to Bank and Public Entity respectively, to be held by Custodian pursuant to the provisions hereof. Bank shall deliver Securities to Custodian in the manner prescribed in Section 2 of this Agreement. The security interest of Public Entity in Securities and all Proceeds thereof shall terminate upon the transfer of such Securities or Proceeds from the Account.

(b) Custodian shall determine that the Securities to be transferred to the Account constitute Eligible Collateral and that any physical Securities are in negotiable form. Securities which are not Eligible Collateral and physical Securities which are not in negotiable form shall not be transferred to the Account.

(c) On each Business Day on which Public Entity has Uninsured Deposits with Bank, Bank agrees to deliver or cause to be delivered to Custodian for transfer to the Account Eligible Collateral having an Aggregate Margin Value equal or greater than the Collateral Requirement.

(d) On each Business Day Bank will notify Custodian electronically of the amount of Uninsured Deposits as of the close of business on the immediately preceding Business Day (the "Collateral Requirement"). Custodian will determine on each Business Day the Aggregate Margin Value of the Eligible Collateral provided pursuant to this Agreement. If the Aggregate Margin Value of such Eligible Collateral on any Business Day is less than the Collateral Requirement for such day, Custodian will so notify Bank and Bank shall, upon receipt of such notice, be required to deliver additional Eligible Collateral having an Aggregate Margin Value equal to or greater than such deficiency no later than the close of business of Custodian on the Business Day on which Bank received such notice. If Custodian notifies Bank on any Business Day that the Aggregate Margin Value of the Eligible Collateral provided pursuant to this Agreement exceeds the Collateral Requirement for such day, Custodian shall, at the direction of Bank, transfer from the Account to or for the benefit of Bank Eligible Collateral having an Aggregate Margin Value no greater than such excess amount.

(e) Bank may substitute Eligible Collateral ("Substitute Collateral") for any Eligible Collateral previously provided to Custodian pursuant to this Agreement so long as the Substitute Collateral has a Margin Value equal to or greater than the Margin Value of the Eligible Collateral which it will replace. Bank shall give Written or Oral Instructions to Custodian indicating its desire to substitute Eligible Collateral with Substitute Collateral which Instructions shall identify by issuer, CUSIP number and par amount both the Eligible Collateral to be substituted and the Substitute Collateral. Custodian will determine whether Substitute Collateral to be transferred to the Account constitutes Eligible Collateral. If the Substitute Collateral has sufficient Margin Value (as determined by Custodian and advised to Bank), Bank shall deliver the Substitute Collateral to Custodian for deposit in the Account, and immediately following the deposit of such Substitute Collateral to the Account Custodian shall transfer to or for the benefit of Bank the Eligible Collateral being substituted.

**2. Custody of Securities**

(a) Bank and Public Entity hereby appoint Custodian as custodian of all Securities and all Proceeds at any time delivered to or received by Custodian pursuant to this Agreement. Custodian hereby accepts appointment as such Custodian, agrees to establish and maintain the Account in the name of Bank for the benefit and subject to the control of Public Entity, and agrees to maintain appropriate records identifying the Securities as pledged by Bank to Public Entity. Securities and Proceeds in the Account shall be kept separate and apart from the general assets of Custodian on Custodian's books and records and will not, in any circumstances, be commingled with or become part of the backing for any other deposit or liability of Custodian or any other person or entity. Subject to the terms hereof, Custodian, in performing its duties and responsibilities pursuant to this Agreement, shall act as custodian for, and agent of, Bank and Public Entity, as their respective interests may appear in the Account. The parties agree that Custodian is a securities intermediary (as such term is defined in the Uniform Commercial Code as in effect in the State of New York), and intend that all Securities held in the Account be treated as financial assets.

(b) Bank and Public Entity agree that Securities and Proceeds delivered to or received by Custodian for deposit in the Account may be in the form of credits to the accounts of Custodian at the Book Entry System or a Depository either directly or through an agent or by delivery to Custodian or its agent of physical certificates in a form suitable for transfer to Custodian or with an assignment in blank. Bank and Public Entity hereby authorize Custodian on a continuous and ongoing basis to deposit in the Book Entry System and/or the Depositories all Securities and Proceeds that may be deposited therein and to utilize the Book Entry System and/or Depositories and the receipt and delivery of physical Securities or any combination thereof in connection with its performance hereunder. Securities and Proceeds credited to the Account and deposited in the Book Entry System or Depositories will be represented in accounts of Custodian that include only assets held by Custodian for its customers, including but not limited to accounts in which Custodian acts in a fiduciary, agency or representative capacity. Securities that are not held in the Book Entry System or Depositories will be held in Custodian's vault and physically segregated from securities and other non-cash property belonging to Custodian.

(c)(i) Custodian shall provide Bank and Public Entity periodically in accordance with the schedule specified in Exhibit "A" hereto a statement identifying all Eligible Collateral in the Account and the Aggregate Margin Value thereof as of the close of business on each Business Day in the period covered by such statement. Custodian shall also provide to Public Entity and Bank upon request a written confirmation on any Business Day on which Securities are transferred to and from the Account. Such confirmation shall identify the specific Securities which are the subject of the confirmation and the Market Value thereof. Additional customized reports may be available by mutual agreement.

(ii) Public Entity agrees that it shall promptly review all Account statements delivered to it by Custodian and shall promptly advise Custodian by Oral or Written Instruction of any error, omission or inaccuracy in such statements. In the event that Custodian receives such a Written or Oral Instruction identifying a specific concern with respect to the Aggregate Margin Value or any other matter connected with the Account, Custodian shall undertake to correct any errors, failures or omissions, provided that Custodian determines in its sole discretion that such error, failure or omission actually occurred and shall notify Public Entity of its action concerning each such error, failure or omission.

(d) The Account shall not be subject to any security interest, lien or any right of set-off by Custodian.

(c) Public Entity agrees that, with respect to all Securities held in the Account, Custodian by itself, or through the use of the Book Entry System or the appropriate Depository, shall, unless otherwise instructed to the contrary by Bank or as provided in Section 3 hereof: (i) collect all payments reflecting interest and principal on the Securities in the Account and credit such amounts to the Account pending receipt from Bank, for deposit to the Account of additional Eligible Collateral having a Margin Value equal to or greater than the Margin Value of such payments; (ii) forward to Bank copies of all information or documents that it may receive from an issuer of Securities which, in the opinion of Custodian, is intended for the beneficial owner of the Securities including, without limitation all proxies and other authorizations properly executed and all proxy statements, notices and reports; (iii) execute, as hereafter in effect in connection with the collection of bond and note coupons; (iv) hold directly, or through the Book Entry System or Depository, all rights issued with respect to any Securities held by Custodian hereunder; and (v) upon receipt of Written Instructions from Bank, Custodian will exchange Securities held hereunder for other securities and/or cash in connection with (A) any conversion privilege, reorganization, recapitalization, redemption in kind, consolidation, tender offer or exchange offer, or (B) any exercise, subscription, purchase or other similar rights. Upon receipt of additional Eligible Collateral as provided in clause (i) in the immediately preceding sentence, Custodian shall transfer from the Account to or for the benefit of Bank principal and interest payments collected with respect to Securities in the Account.

### 3. Default by Bank

If Public Entity certifies in writing to Custodian that (a) Bank is in default under any underlying pledge or security agreement between Public Entity and Bank and (b) Public Entity has satisfied any notice or other requirement to which Public Entity is subject, then Public Entity may give Custodian Written Instructions (x) to transfer specific amounts and issues of Securities held in the Account and, if applicable, specific amounts of the Proceeds held in the Account which have not previously been released to Bank, to designated accounts of Public Entity and (y) to cease releasing to an account of Bank any Proceeds reflecting interest and principal on Securities in the Account as provided in paragraph (c) of Section 2.

### 4. Representation and Warranties

(a) Representations of Bank. Bank represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (i) this Agreement has been legally and validly entered into and is enforceable against Bank in accordance with its terms;
- (ii) the performance by Bank of its obligations under this Agreement does not and will not violate any statute or regulation applicable to Bank;
- (iii) Bank is the owner of Securities deposited in the Account;
- (iv) all Securities and Proceeds held by Custodian hereunder are eligible to secure Public Entity's Deposits at Bank under applicable statutes, regulations or rules and the Aggregate Margin Value of the Securities held by Custodian hereunder shall at all times meet the requirements of such statutes, regulations or rules;
- (v) this Agreement was executed by an officer of Bank who was authorized by Bank's board of directors or a committee thereof to do so and will at all times be maintained as an official record of Bank;
- (vi) Bank is a bank or trust company duly authorized to do business in the state where it is located; and

3

- (vii) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement by it exist or have happened or have been performed.

(b) Representations of Public Entity. Public Entity hereby represents and warrants, which representations and warranties shall be deemed to be continuing, that:

- (i) this Agreement has been legally and validly entered into, does not and will not violate any statute or regulation applicable to it and is enforceable against Public Entity in accordance with its terms;
- (ii) the appointment of Custodian has been duly authorized by Public Entity and this Agreement was executed by an officer of Public Entity duly authorized to do so;
- (iii) it will not sell, transfer, assign, convey, pledge, or otherwise dispose in whole or in part its interests in or the rights with respect to any Securities deposited in the Account, or the Proceeds thereof, except as permitted in Section 3 of this Agreement; and
- (iv) all acts, conditions and things required to exist, happen or to be performed on its part precedent to and in the execution and delivery of this Agreement exist or have happened or have been performed.

### 5. Concerning Custodian: Limitation of Liability; Indemnification

(a) Custodian shall not be liable for any loss or damage, including counsel fees, resulting from its action or omission to act or otherwise, except for any loss or damage arising out of its own negligence or willful misconduct, and shall have no obligation hereunder for any loss or damage, including counsel fees, which are sustained or incurred by reason of any action or inaction by the Book Entry System or any Depository. In no event shall Custodian be liable to Public Entity, Bank or any third party for special, indirect or consequential damages, or lost profits or loss of business, arising in connection with this Agreement. Custodian may, with respect to anything done or omitted by it in good faith and in conformity with such advice or opinion. Public Entity and Bank, jointly and severally, agree to indemnify Custodian and to hold it harmless against any and all costs, expenses, damages, liabilities or claims, including reasonable fees and expenses of counsel, which Custodian may sustain or incur with respect to any claim which may be asserted against Custodian by reason of or as a result of any action taken or omitted by Custodian in connection with operating under this Agreement, except those costs, expenses, damages, liabilities or claims arising out of the negligence or willful misconduct of Custodian or any of its employees or duly appointed agents. This indemnity shall be a continuing obligation of Public Entity and Bank notwithstanding the termination of this Agreement.

(b) Custodian shall not be responsible for, or considered to be custodian of, any Securities or Proceeds received by it for deposit in the Account until Custodian actually receives and collects such Securities or Proceeds directly or by the final crediting of Custodian's account on the books of the Book Entry System or the appropriate Depository. Custodian will be entitled to reverse any credits to the Account where such credits have been previously made and the Securities or Proceeds are not finally collected.

(c) Custodian shall have no duties or responsibilities whatsoever except such duties and responsibilities as are specifically set forth in this Agreement and no covenant or obligation shall be implied against Custodian in connection with this Agreement.

(d) Public Entity's and Bank's authorized officers, upon reasonable notice, shall each have access to Custodian's books and records maintained with respect to Public Entity's and Bank's respective interests in the Account during Custodian's normal business hours. Upon the reasonable request of Public Entity or Bank, copies of any such books and records shall be provided by Custodian to an Authorized Person of the requesting party at the requesting party's expense.

4

(e) Reliance on Pricing Services. Custodian is authorized to utilize one or more generally recognized pricing information services (including brokers and dealers of securities) in order to provide Market Values hereunder, and Bank and Public Entity agree that Custodian shall not be liable for any loss, damage, expense, liability or claim (including attorneys' fees) incurred as a result of errors or omissions of any such pricing information service, broker or dealer.

(f) Force Majeure. Custodian shall not be responsible or liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including without limitation, acts of God, earthquakes, fires, floods, wars, civil or military disturbances, sabotage, epidemics, riots, loss or malfunctions of utilities, computer (hardware or software) or communications service, labor disputes, acts of civil or military authority, or governmental, judicial or regulatory action; provided however, that Custodian shall use reasonable commercial efforts to resume normal performance as soon as practicable under the circumstances.

#### 6. Termination

Any of the parties hereto may terminate this Agreement by giving to the other parties a notice in writing specifying the date of such termination, which shall be the earlier of (i) not less than 90 days after the date of giving such notice or (ii) the date on which the Deposits are repaid in full. Such notice shall not affect or terminate Public Entity's security interest in the Eligible Collateral in the Account. Upon termination hereof, Custodian shall follow such reasonable Written Instructions of Bank and Public Entity concerning the transfer of custody of Securities and Proceeds in the Account, collateral records and other items. Upon the date set forth in the termination notice, this Agreement shall terminate except as otherwise provided herein and all obligations of the parties to each other hereunder shall cease.

#### 7. Confidentiality

Custodian agrees to hold in strict confidence all information furnished to or obtained by Custodian in the course of providing custodial services under this Agreement except to the extent (a) such information was in the possession of Custodian prior to receipt thereof by Custodian under this Agreement and not subject to an agreement of confidentiality, (b) such information was in the public domain prior to receipt thereof by Custodian under this Agreement, (c) subsequent to receipt by Custodian such information becomes available in the public domain through no fault of Custodian, (d) disclosure or release is required by law or otherwise compelled by judicial or administrative process, (e) in the opinion of Custodian's counsel disclosure of such information is required to be made to regulatory or self-regulatory authorities having authority to regulate any aspect of Custodian's business in connection with the exercise of such authority, (f) disclosure is made in accordance with the written consent of the party disclosing such information to Custodian or (g) the name, address, securities position and other information of Bank or Public Entity or both are required by the rules of any stock exchange or the Book-Entry System or any Depository or the terms of the organizational documents of the issuer of any Security or the terms of any Security itself.

#### 8. Miscellaneous

(a) Public Entity and Bank each agree to furnish to Custodian a new Certificate in the event that any present Authorized Person ceases to be an Authorized Person or in the event that any other Authorized Persons are appointed and authorized. Until such new Certificate is received, Custodian shall be fully protected in acting upon Oral or Written Instructions or signatures of the present Authorized Persons.

(b) Custodian shall be entitled to rely upon any Certificate, Written or Oral Instruction actually received by Custodian and reasonably believed by Custodian to be duly authorized and delivered. Bank and Public Entity each agree to forward to Custodian Written Instructions confirming Oral Instructions in such manner so that such Written Instructions are received by Custodian by the close of business of the same day that such Oral Instructions are given to Custodian. Bank and Public Entity each agree that the fact that such confirming Written Instructions are not received or that contrary instructions are received by Custodian shall in no way affect the validity or enforceability of the transactions previously authorized and effected by Custodian.

5

(c) Custodian is hereby authorized to utilize one or more agents (including subsidiaries of The Bank of New York Company, Inc.), whenever and on such terms and conditions as it deems necessary or appropriate to perform its services hereunder. Bank and Public Entity each agree to be bound by all actions taken by an agent pursuant to the preceding sentence to the same extent as if they were taken by Custodian, it being understood and agreed that no such assignment or delegation shall discharge Custodian from its obligations hereunder. Bank and Public Entity each further agree that any agent providing services pursuant to the foregoing authorization shall be entitled to all of the protections afforded to Custodian under this Agreement (including, without limitation, pursuant to Section 5). If so advised by Custodian, Bank and Public Entity shall provide Oral or Written Instructions or other information to an agent rather than to Custodian.

(d) Any Written Instructions or other instrument in writing authorized or required by this Agreement shall be given to Custodian and shall be sufficiently given if sent to Custodian to its offices at 113 Essex St. Maywood, NJ 07607 Attn: Clifford Olsen, or at such other place as Custodian may from time to time designate in writing.

(e) Any notice or other instrument in writing authorized or required by this Agreement to be given to Bank shall be sufficiently given if sent to Bank to its offices at 38 Fountain Square Plaza, MD 10000A, Cincinnati, OH 45263 Attn: Collateral Manager or at such other place as Bank may from time to time designate in writing.

(f) Any notice or other instrument in writing, authorized or required by this Agreement to be given to Public Entity shall be sufficiently given if sent to Public Entity to its offices at \_\_\_\_\_, or at such other offices as Public Entity may from time to time designate in writing.

(g) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and unenforceability of the remaining provisions or obligations shall not in any way be affected or impaired thereby and if any provision is inapplicable to any person or circumstances, it shall nevertheless remain applicable to all other persons and circumstances.

(h) This Agreement may not be amended or modified in any manner except by written agreement executed by all of the parties hereto.

(i) This Agreement shall extend to and be binding upon the parties hereto, and their respective successors and assigns; provided however, that this Agreement shall not be assignable by any party without the written consent of the other parties.

(j) Choice of Law; Venue; Waiver of Right to Jury Trial. This Agreement shall be construed in accordance with the substantive laws of the State of New York, without regard to conflicts of laws principles thereof. Bank, Public Entity and Custodian hereby consent to the non-exclusive jurisdiction of a state or federal court situated in New York, New York in connection with any dispute arising hereunder. Bank, Public Entity and Custodian hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which it may now or hereafter have to the laying of venue of any such proceeding brought in such a court and any claim that such proceeding brought in such a court has been brought in an inconvenient forum. Bank, Public Entity and Custodian each hereby irrevocably waives any and all rights to trial by jury in any legal proceeding arising out of or relating to this Agreement.

(k) Waiver of Immunity. To the extent that in any jurisdiction any party may now or hereafter be entitled to claim, for itself or its assets, immunity from suit, execution, attachment (before or after judgment) or other legal process, each party irrevocably agrees not to claim, and it hereby waives, such immunity in connection with this Agreement.

#### 9. Definitions

Whenever used in this Agreement, the following terms shall have the following meanings:

6

- (a) "Account" shall mean the separate custodial account established with Custodian in the name of Bank and for the benefit and subject to the control of Public Entity as secured party in accordance with this Agreement.
- (b) "Aggregate Margin Value" shall mean for each Business Day the sum of the Margin Values of the Securities and Proceeds comprising the Eligible Collateral in the Account at the time of Custodian's determination.
- (c) "Authorized Person" shall be any officer of Public Entity or Bank, as the case may be, duly authorized to give Oral Instructions or Written Instructions on behalf of Public Entity or Bank, such persons to be designated in a Certificate substantially in the form of Exhibit "C", hereto, as such exhibit may be amended from time to time.
- (d) "Book-Entry System" shall mean the Federal Reserve/Treasury Book Entry System for receiving and delivering U.S. Government Securities.
- (e) "Business Day" shall mean any day on which Custodian and Bank are open for business and on which the Book Entry System and/or the Depositories are open for business.
- (f) "Certificate" shall mean the Certificate attached hereto as Exhibit "C".
- (g) "Collateral Requirement" shall have the meaning set forth in paragraph (d) of Section 1 of this Agreement.
- (h) "Depository" shall mean the Depository Trust Company and other securities depositories and clearing agencies (and their successors and nominees), registered with the Securities and Exchange Commission as a clearing agency or otherwise regulated by appropriate federal or state agencies as a clearing corporation.
- (i) "Deposits" shall mean all deposits by Public Entity in Bank, including all accrued interest thereon, that are available for all uses generally permitted by Bank to Public Entity for actually and finally collected funds under the Bank's account agreement or policies.
- (j) "Eligible Collateral" shall mean any Securities of the types enumerated in the Schedule of Eligible Collateral attached hereto as Exhibit "B", as such exhibit may be amended from time to time pursuant to a written amendment signed by each of the parties hereto, and any Proceeds thereof.
- (k) "Margin Percentage" shall mean the percentage indicated on Exhibit "B" attached hereto with respect to particular types of Eligible Collateral, as such exhibit may be amended from time to time pursuant to a written amendment signed by each of the parties hereto.
- (l) "Margin Value" means for each Security and Proceeds thereof held in the Account, the Market Value of such Security and Proceeds divided by the applicable Margin Percentage.
- (m) "Market Value" shall mean (i) with respect to any Security held in the Account, the market value of such Security as made available to Custodian by a generally recognized source selected by Custodian plus, if not reflected in the market value, any accrued interest thereon, or, if such source does not make available a market value, the market value shall be as determined by Custodian in its sole discretion based on information furnished to Custodian by one or more brokers or dealers; provided however that, if agreed in writing by the parties hereto, Bank may provide Custodian with such market values and (ii) with respect to any cash held in the Account, the face amount of such cash.
- (n) "Oral Instructions" shall mean verbal instructions actually received by Custodian from an Authorized Person or from a person reasonably believed by Custodian to be an Authorized Person.

7

- (o) "Proceeds" shall mean any principal or interest payments or other distributions made in connection with Eligible Collateral and anything acquired upon the sale, lease, license, exchange or other disposition of Eligible Collateral.
- (p) "Security" shall include, without limitation, any security held in the Book-Entry System or at a Depository, common stock and other equity securities, bonds, debentures and other debt securities, notes, mortgages or other obligations, and any instruments representing rights to receive, purchase, or subscribe for the same, or representing any other rights or interests therein.
- (q) "Substitute Collateral" shall have the meaning set forth in paragraph (e) of Section 1 of this Agreement.
- (r) "Uninsured Deposits" shall mean that portion of Public Entity's Deposits with Bank which exceeds the insurance coverage available from the Federal Deposit Insurance Corporation.
- (s) "Written Instructions" shall mean written communications actually received by Bank or Custodian from an Authorized Person or from a person reasonably believed by Bank or Custodian to be an Authorized Person by a computer, telex, teleprinter or any other system whereby the receiver of such communications is able to verify by codes or otherwise with a reasonable degree of certainty the identity of the sender of such communication.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers thereunto duly authorized and their respective seals to be hereunto affixed, as of the day and year first above written.

\_\_\_\_\_  
(PUBLIC ENTITY)

\_\_\_\_\_  
FIFTH THIRD BANK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
THE BANK OF NEW YORK

By: \_\_\_\_\_  
Title: \_\_\_\_\_

EXHIBIT A

A-1 Statements

\_\_\_\_\_ ("Public Entity") directs The Bank of New York  
("Custodian") pursuant to section 2(c)(1) of the Third Party Custodian Agreement among Public Entity, Fifth  
Third Bank, and Custodian dated \_\_\_\_\_ ("Agreement") to provide Public Entity statements  
identifying all Securities in the Account and the Aggregate Margin Value thereof as of the date of such  
statement

☐ **Fax Statements Set-up Information:**

- ☐ None
- ☐ Daily
- ☐ Weekly & Month End \*
- ☐ Monthly

(check one box) \* Weekly statements are fixed as of close of business Thursday

Fax Phone Number (\_\_\_\_) \_\_\_\_\_

Fax Contact Name \_\_\_\_\_

Contact Phone Number (\_\_\_\_) \_\_\_\_\_

☐ **Inform On-Line Statements Set-up**

- ☐ **Yes** - Please fill out 1 copy of EXHIBIT D -- Broker Dealer Services, Inform Client Set up Request
- ☐ **No** - Do not fill out EXHIBIT D

A-2

Capitalized terms used in this exhibit and not defined herein have the meanings assigned in the Agreement.

\_\_\_\_\_  
[PUBLIC ENTITY]

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT B SCHEDULE OF ELIGIBLE SECURITIES				
Third Party Custodian Agreement dated as of _____, among Fifth Third Bank ("Bank"), ("Public Entity") and The Bank of New York.				
U.S. TREASURIES	Yes/No	Margin	Yes/No	Margin
BILLS	_____	_____	_____	_____
BONDS	_____	_____	_____	_____
NOTES	_____	_____	_____	_____
STRIPS	_____	_____	_____	_____
SYNTHETIC TREASURIES (REGULATORY SECURITIES)	_____	_____	_____	_____
AGENCY DEBENTURES	_____	_____	_____	_____
FARM (Fed Agriculture Mktg Corp)	_____	_____	_____	_____
FPCB (Farm Credit Financ. Assn)	_____	_____	_____	_____
FPCB (Farm Credit System Bank)	_____	_____	_____	_____
FPCA (Farmers Home Admin.)	_____	_____	_____	_____
FBI B (Federal Home Loan Bank)	_____	_____	_____	_____
FHAC (Federal Home Loan Mktg)	_____	_____	_____	_____
FHFI (Financing Corporation)	_____	_____	_____	_____
FLO (Federal Land Bank)	_____	_____	_____	_____
FNMA (Federal Nat Mktg Corp)	_____	_____	_____	_____
REFCO (Refco Trading Corp)	_____	_____	_____	_____
SLMA (Student Loan Mktg Corp)	_____	_____	_____	_____
TVA (Tennessee Valley Authority)	_____	_____	_____	_____
USPS (U.S. State Postal Service)	_____	_____	_____	_____
AGENCY SECURITIES	_____	_____	_____	_____
INTERNATIONAL AGENCIES	_____	_____	_____	_____
ADB (Asian Development Bank)	_____	_____	_____	_____
AfDB (African Development Bank)	_____	_____	_____	_____
IADB (Inter-American Dev. Bank)	_____	_____	_____	_____
IFCO (International Finance Corp)	_____	_____	_____	_____
WLD (World Bank)	_____	_____	_____	_____
CASH	YES _____ 100% _____	_____	_____	_____
PRIVATE LABELS MBS & CMOs				
MBS PASS THROUGH	_____	_____	_____	_____
CMO TYPES:	_____	_____	_____	_____
RESIDUALS	_____	_____	_____	_____
INVERSE IO FLOATERS	_____	_____	_____	_____
IOFETTES	_____	_____	_____	_____
INTEREST ONLY (IO)	_____	_____	_____	_____
PRINCIPAL ONLY (PO)	_____	_____	_____	_____
INVERSE FLOATERS	_____	_____	_____	_____
SUPER FLOATERS	_____	_____	_____	_____
COMPANION FLOATERS	_____	_____	_____	_____
SEQUENTIAL AND OTHER FLOATERS	_____	_____	_____	_____
PAC & OTHER SCHEDULED FLOATERS	_____	_____	_____	_____
Z BONDS	_____	_____	_____	_____
COMPANION BONDS	_____	_____	_____	_____
SEQUENTIAL BONDS	_____	_____	_____	_____
PAC BONDS	_____	_____	_____	_____
PAC & OTHER SCHEDULED BONDS	_____	_____	_____	_____
ASSET BACKED SECURITIES	_____	_____	_____	_____
CREDIT CARD & OTHER ASSET BACKS	_____	_____	_____	_____
CORPORATES	_____	_____	_____	_____
CORPORATE BOND (SBBB)	_____	_____	_____	_____
CORPORATE BOND (SBB)	_____	_____	_____	_____
MEDIUM-TERM NOTE (2 BBB-)	_____	_____	_____	_____
MEDIUM-TERM NOTE (2 BBB+)	_____	_____	_____	_____
MONEY MARKETS	_____	_____	_____	_____
COMMERCIAL PAPER (SA0PT)	_____	_____	_____	_____
COMMERCIAL PAPER (SA2PT)	_____	_____	_____	_____
BANKERS ACCEPTANCE	_____	_____	_____	_____
CD (DOMESTIC & EURO)	_____	_____	_____	_____
BANK NOTES	_____	_____	_____	_____

BUYER ACKNOWLEDGES AND AGREES THAT IF A CLASS OF SECURITY CONTAINS NEW ISSUES OF SECURITIES, SUCH NEW ISSUES OF SECURITIES SHALL BE DEEMED TO BE ELIGIBLE SECURITIES.			
(BUYER)		(SELLER)	
_____		Fifth Third Bank	
_____		THE BANK OF NEW YORK	
_____		ACCEPTED	
By _____		By _____	
Title _____		Title _____	
Date _____		Date _____	
_____		12000	
_____		THE BANK OF NEW YORK	


EXHIBIT C  
CERTIFICATE OF AUTHORIZED PERSONS  
(Public Entity - Oral and Written Instructions)

The undersigned hereby certifies that he/she is the duly elected and acting \_\_\_\_\_ of \_\_\_\_\_ (the "Public Entity"), and further certifies that the following officers or employees of Public Entity have been duly authorized in conformity with the Public Entity's \_\_\_\_\_ to deliver Oral and Written Instructions to The Bank of New York ("Custodian") pursuant to the Third Party Custodian Agreement among Public Entity, Fifth Third Bank ("Bank") and Custodian dated \_\_\_\_\_, and that the signatures appearing opposite their names are true and correct:

Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature
Name	Title	Signature

This certificate supersedes any certificate of authorized individuals you may currently have on file.

Title: \_\_\_\_\_  
Date: \_\_\_\_\_



Broker Dealer Services

Inform Client Set Up Request

(Do not fill out in triplicate)

( FIFTH THIRD BANK )

UID# \_\_\_\_\_

BNY Account Manager Contact:

Contact Name:

Telephone #:

Business Unit:

Fax #:

Request Type:

☒ New Customer (select one type below)

☐ Existing Inform Customer - Maintenance  
(update client, services, users, accounts and/or reports as designated below)

☐ Global (B3) (Accounts on RE3)

☒ Domestic (B4) (Accounts on RE1, RE2)

☐ Far East (B5) (Accounts on RE4)

Inform ID:  (required)

Client Information:

Company Name: ☒

Address1: ☒

Address2: ☐

Address3: ☒

Primary Contact: ☒

Telephone #: ☒

E-mail Address: ☒

Fax #: ☒

Check if Information has changed: ☐ Name ☐ Address ☐ Contact

User Set Up: ☒ Add User ☐ Delete User

Name	User ID (if assigned)	Reset Code (last 6 of ss#)	Email Address
X		X	X

Services: Reports

☒ Price Report ☐ Other \_\_\_\_\_

Accounts:

Parent Purchaser Group (please indicate whether account(s) is on RE1 and/or RE2).

--	--	--	--	--	--

Special Instructions:

X = Required Fields

Revised: 9/1/2004



**In Re: Budget Account Transfers:**

Judge Bertram presented and read the Budget Account Transfers. Whereupon a motion was made by Squire Whaley, seconded by Squire Fogle , carried, that the following Budget Account Transfers be accepted as presented. Transfers recorded as follows.

PENDLETON COUNTY FISCAL COURT  
TUESDAY MARCH 25, 2008  
7:00 PM

**COURT ORDER TRANSFERS**

**BUDGET ACCOUNT TRANSFERS:**

**General Fund**

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-5070-399	Planning Comprehensive	\$ 4,000.00
01-5085-578	Utilities Radio Tower Buildings	\$ 700.00
01-5405-578	Recreation Program Utilities	\$ 400.00
01-8099-731	Capital Projects – Property Acquisition	\$ 100.00

**LGEA Fund**

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5136-441	Homeland Security Machinery & Equipment	\$13,000.00
04-9400-201	Social Security, County Share	\$ 450.00
04-9400-202	Retirement Match	\$ 600.00

**Ambulance Fund**

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-550	Medical Supplies	\$ 300.00
09-5140-567	Refunds	\$ 600.00

Henry W. Bertram  
County Judge/Executive

Date: \_\_\_\_\_

Vicky J. King  
Fiscal Court Clerk

Date: \_\_\_\_\_

**In Re: Payment of Claims.**

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Veirs, seconded by Squire Wells, carried, the following claims be allowed and ordered paid out of the following funds.

**Pendleton County Fiscal Court  
Voucher Claims Register**

**General Fund**

From: 03/25/2008 To: 03/25/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 09-5139	Vendor: FAMILY	FAMILY DOLLAR STORES				
09-0125	01-5001-445	CO JUDGE/EXEC. OFFICE SUPPLIES	576506	017823	OFFICE SUPPLIES	Voucher Date 03/25/2008
		Printed On Check 009994				20.00
					Voucher Totals	20.00
Voucher No. 09-5139	Vendor: OFFICEDEPO	OFFICE DEPOT				
09-0125	01-5001-445	CO JUDGE/EXEC. OFFICE SUPPLIES	422984401-001	017819	OFFICE SUPPLIES	Voucher Date 03/25/2008
		Printed On Check 009995				13.49
					Voucher Totals	13.49
Voucher No. 09-5140	Vendor: OFFICEDEPO	OFFICE DEPOT				
09-0125	01-5001-445	CO JUDGE/EXEC. OFFICE SUPPLIES	422835756-001	017815	OFFICE SUPPLIES	Voucher Date 03/25/2008
		Printed On Check 009996				43.17
					Voucher Totals	43.17
Voucher No. 09-5141	Vendor: COATTORNEY	JEFFERY DEAN				
09-0125	01-5005-165	CO ATTORNEY SECRETARY		017832	COUNTY ATTORNEY SECRETARY - OCT.-DEC. 2007	Voucher Date 03/25/2008
09-0125	01-5005-445	CO ATTORNEY OFFICE SUPPLIES		017832	COUNTY ATTORNEY OFFICE EXPENSE OCT.-DEC. 2007	1,878.34
		Printed On Check 009997				2,851.46
					Voucher Totals	4,329.80
Voucher No. 09-5142	Vendor: POST OFFIC	U.S. POST OFFICE				
09-0125	01-5047-563	TAX ADMINISTRATOR POSTAGE		017824	300 STAMPS @ .41	Voucher Date 03/25/2008
		Printed On Check 009998				123.00
					Voucher Totals	123.00
Voucher No. 09-5143	Vendor: ES&S	ELECTION SYSTEMS & SOFTWARE, INC.				
09-0125	01-5085-585	ELECTION PRINTING	868025,867423,866831	017814	MAY PRIMARY ELECTION SET-UP	Voucher Date 03/25/2008
		Printed On Check 009999				2,732.18
					Voucher Totals	2,732.18
Voucher No. 09-5144	Vendor: STRAUSS	STRAUSS & TROY				
09-0125	01-5070-399	PLANNING - COMPREHENSIVE		017818	PROFESSIONAL SERVICE FOR ZONING	Voucher Date 03/25/2008
		Printed On Check 010000				450.00
					Voucher Totals	450.00
Voucher No. 09-5145	Vendor: CROUCH'S	BRIAN CROUCH-CROUCH'S LAWN CARE				
09-0125	01-5080-571	COURTHOUSE RENEWALS & REPAIRS	642805	017827	SNOW REMOVAL	Voucher Date 03/25/2008
		Printed On Check 010001				300.00
					Voucher Totals	300.00
Voucher No. 09-5146	Vendor: FLORENCE	FLORENCE HEATING & AIR CONDITIONING				
09-0125	01-5080-571	COURTHOUSE RENEWALS & REPAIRS		017841	REPLACED PARTS ON AIR CONDITIONER CO CLERKS OFFIC	Voucher Date 03/25/2008
		Printed On Check 010002				136.45
					Voucher Totals	136.45
Voucher No. 09-5147	Vendor: ALLIED	ALLIED COMMUNICATIONS INC.				
09-0125	01-5080-571	COURTHOUSE RENEWALS & REPAIRS		017831	REPAIRS TO FIRE ALARM SYSTEM	Voucher Date 03/25/2008
		Printed On Check 010003				710.00
					Voucher Totals	710.00
Voucher No. 09-5148	Vendor: OLYMPIC	OLYMPIC CONTRACTING, INC.				
09-0125	01-5085-571	CO PROPERTIES - RENEWALS & REPAIRS	5958	017820	REHAB SHERIFF'S OFFICE	Voucher Date 03/25/2008
		Printed On Check 010004				6,480.58
					Voucher Totals	6,480.58

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund  
From: 03/25/2008 To: 03/25/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: TRANSCARE    TRANSCARE OF KENTUCKY INC.						
Voucher No.	09-5149				Voucher Date	03/25/2008
09-0125	01-5133-315-	ADVANCE LIFE SUPPORT CONTRACT		017830	FEBRUARY 2008 ALS CONTRACT	21,866.87
		Printed On Check 010005				21,866.87
Vendor: GARYMAXWEL    GARY MAXWELL						
Voucher No.	09-5150				Voucher Date	03/25/2008
09-0125	01-5205-403-	ANIMAL FOOD AND SUPPLIES		017845	REIMBURSEMENT FOR POSTAGE	5.21
		Printed On Check 010008				5.21
Vendor: BANKOFNEW    THE BANK OF NEW YORK TRUST CO., NA						
Voucher No.	09-5151				Voucher Date	03/25/2008
09-0125	01-7700-606-	INTEREST ON LEASE - COLT		017842	WATER DISTRICT LEASE PAYMENT #132 INTEREST	345.41
		Printed On Check 010007				345.41
Vendor: CO CLERK    PENDLETON COUNTY CLERK						
Voucher No.	09-5152				Voucher Date	03/25/2008
09-0125	01-8099-731-	CAPITAL PROJECTS - PROPERTY ACQUISITION		017839	DEED TRANSFER - FERRELL PROPERTY HWY 177	62.00
		Printed On Check 010008				62.00
Vendor: SUE M LAKE    SUE M LAKE						
Voucher No.	09-5153				Voucher Date	03/25/2008
09-0125	01-9100-332-	LEGAL FEES		017822	LEGAL FEES FOR DEFENDANTS T. CARNEY & S. HENDRICKS	140.00
		Printed On Check 010009				140.00
Vendor: J&JSYSTEM    J & J SYSTEMS PLUS, INC						
Voucher No.	09-5154				Voucher Date	03/25/2008
09-0125	01-9100-705-	DATA PROCESSING EQUIPMENT	4893	017825	MAINTENANCE ON COMPUTER SYSTEM	105.00
		Printed On Check 010010				105.00
17 Vouchers Printed Totalling						37,864.97

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

Road Fund

From: 03/25/2008 To: 03/25/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 09-5155	09-5155	Vendor: HILLTOP	HILLTOP STONE LLC			
09-0225	02-6105-409	CRUSHED STONE & GRAVEL		023026	CRUSHED STONE & GRAVEL	Voucher Date 03/25/2008
		Printed On Check 005135				766.49
Voucher No. 09-5156	09-5156	Vendor: CARMEUSE	CARMEUSE LIME & STONE, INC			
09-0225	02-6105-406	CRUSHED STONE & GRAVEL		023027	CRUSHED STONE AND GRAVEL	Voucher Date 03/25/2008
		Printed On Check 005136				179.46
Voucher No. 09-5157	09-5157	Vendor: SCOTT-GRO	SCOTT-GROSS COMPANY, INC.			
09-0225	02-6105-447	ROAD MATERIALS	065087	023048	FEBRUARY SMALL ACETYLENE CYLINDER RENTAL	Voucher Date 03/25/2008
		Printed On Check 005137				24.47
Voucher No. 09-5158	09-5158	Vendor: KAFFENENBU	KAFFENBARGER TRUCK EQUIPMENT			
09-0225	02-6105-447	ROAD MATERIALS	876380.876385&AC0648	023035	ROAD MATERIALS	Voucher Date 03/25/2008
		Printed On Check 005138				934.98
Voucher No. 09-5159	09-5159	Vendor: ARTSRENTAL	ART'S RENTAL EQUIPMENT, INC.			
09-0225	02-6105-447	ROAD MATERIALS	03-240809-01	023037	HOSE FITTING	Voucher Date 03/25/2008
		Printed On Check 005139				4.25
Voucher No. 09-5160	09-5160	Vendor: CO CLERK	PENDLETON COUNTY CLERK			
09-0225	02-6105-447	ROAD MATERIALS				Voucher Date 03/25/2008
		Printed On Check 005140		023048	REGISTRATION & LICENSE 2000 STERLING	15.00
Voucher No. 09-5161	09-5161	Vendor: HOLT	HOLT EQUIPMENT COMPANY, LLC			
09-0225	02-6105-447	ROAD MATERIALS	63265p4	023038	ROAD MATERIALS	Voucher Date 03/25/2008
		Printed On Check 005141				93.80
Voucher No. 09-5162	09-5162	Vendor: EDWARDOS	EDWARDOS PIZZA AND SUBS			
09-0225	02-6105-447	ROAD MATERIALS		023036	APPRECIATION LUNCHEON	Voucher Date 03/25/2008
		Printed On Check 005142				90.00
Voucher No. 09-5163	09-5163	Vendor: NO TOOL	NORTHERN TOOL & EQUIPMENT			
09-0225	02-6105-447	ROAD MATERIALS	17895750	023034	ROAD MATERIALS	Voucher Date 03/25/2008
		Printed On Check 005143				64.17
Voucher No. 09-5164	09-5164	Vendor: KACERS	KACERS			
09-0225	02-6105-447	ROAD MATERIALS	8118	023033	KACERS MEMBERSHIP - TIM ANTROBUS	Voucher Date 03/25/2008
		Printed On Check 005144				23.00
Voucher No. 09-5165	09-5165	Vendor: TRUCK & TR	TRUCK AND TRAILER SUPPLY			
09-0225	02-6105-447	ROAD MATERIALS	KK119961	023040	ROAD SUPPLIES	Voucher Date 03/25/2008
		Printed On Check 005145				847.70
Voucher No. 09-5166	09-5166	Vendor: FAB-N-WELD	FAB-N-WELD			
09-0225	02-6105-447	ROAD MATERIALS	8020	023030	ROAD MATERIAL	Voucher Date 03/25/2008
		Printed On Check 005146				78.00
					Voucher Totals	78.00

Page No 1

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

Road Fund

From: 03/25/2008 To: 03/25/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 09-5197	09-5197	Vendor: BANKOFNEW	THE BANK OF NEW YORK TRUST CO., NA			
09-0225	02-7700-606	INTEREST ON LEASE		023045	LEASE PAYMENT #4 ON MAC TRUCK	Voucher Date 03/25/2008
		Printed On Check 005147				398.95
					13 Vouchers Printed Totalling	3,919.36

Page No 2

**Pendleton County Fiscal Court**  
**Voucher Claims Register**

Jail Fund

From: 03/25/2008 To: 03/25/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 09-5188	09-5188	Vendor: KING	VICKY KING			
09-0325	03-5101-455	PETROLEUM PRODUCTS - GAS, OIL, ETC.		031403	REIMBURSEMENT	Voucher Date 03/25/2008
		Printed On Check 004645				3.59
Voucher No. 09-5189	09-5189	Vendor: BURLPHARMA	BURLINGTON PHARMACY			
09-0325	03-5101-549	ROUTINE MEDICAL		031399	MEDICATION FOR INMATE L. FLECHA	Voucher Date 03/25/2008
		Printed On Check 004646				10.48
Voucher No. 09-5170	09-5170	Vendor: STLUKEWEST	ST. LUKE HOSPITAL WEST			
09-0325	03-5101-549	ROUTINE MEDICAL	217761908	031402	MEDICAL BILLS FOR A. HOUZE	Voucher Date 03/25/2008
		Printed On Check 004647				918.00
					Voucher Totals	918.00
					3 Vouchers Printed Totalling	930.08

Page No 1

Pendleton County Fiscal Court  
Voucher Claims Register

L.G.E.A. Fund

From: 03/25/2008 To: 03/25/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	09-5171	Vendor: BUTLER	CITY OF BUTLER				
09-0425	04-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		041773	FY 2007 2008 3RD QTR FIRE DEPARTMENT CONTRIBUTION	03/25/2008	2,800.00
		Printed On Check 002090					2,800.00
Voucher No.	09-5172	Vendor: HOWARD JOH	HOWARD JOHNSTON				
09-0425	04-5135-499	OTHER SUPPLIES		041770	TOPO MAPS	03/25/2008	79.80
		Printed On Check 003000					79.80
Voucher No.	09-5173	Vendor: DELL	DELL COMPUTERS				
09-0425	04-5135-441	HOMELAND SECURITY MACHINERY & EQUIP.		041784	CAD EQUIPMENT - HOMELAND SECURITY GRANT	03/25/2008	12,951.75
		Printed On Check 003001					12,951.75
Voucher No.	09-5174	Vendor: RECREATION	COMMUNITY RECREATION COMMISSION				
09-0425	04-5405-107-	RECREATION - SUPERDIRECTOR		041774	1/2 MARCH SALARY - RECREATION DIRECTOR	03/25/2008	1,733.09
		Printed On Check 003002					1,733.09
Voucher No.	09-5175	Vendor: RECREATION	COMMUNITY RECREATION COMMISSION				
09-0425	04-5405-417-	DUPPLICATING SUPPLIES		041775	2007-2008 COPYING EXPENSES	03/25/2008	1,000.00
		Printed On Check 003003					1,000.00
5 Vouchers Printed Totalling							18,264.34

Page No 1

Pendleton County Fiscal Court  
Voucher Claims Register

Ambulance Fund

From: 03/25/2008 To: 03/25/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	09-5176	Vendor: PEND EMS	PENDLETON COUNTY EMS, INC.				
09-0925	09-5140-303-	AMBULANCE SERVICE		062201	APRIL AMBULANCE SERVICE PER CONTRACT	03/25/2008	24,631.67
		Printed On Check 003404					24,631.67
Voucher No.	09-5177	Vendor: BOUND TREE	BOUND TREE MEDICAL, LLC				
09-0925	09-5140-550-	MEDICAL SUPPLIES	80068555	092199	MEDICAL SUPPLIES	03/25/2008	185.33
		Printed On Check 003405					185.33
Voucher No.	09-5178	Vendor: MOORE	MOORE MEDICAL CORP.				
09-0925	09-5140-550-	MEDICAL SUPPLIES		092200	MEDICAL SUPPLIES	03/25/2008	805.73
		Printed On Check 003406					805.73
Voucher No.	09-5179	Vendor: SCOTT-GROSS	SCOTT-GROSS COMPANY, INC.				
09-0925	09-5140-550-	MEDICAL SUPPLIES	516395	092198	COMPRESSED OXYGEN	03/25/2008	81.39
		Printed On Check 003407					81.39
Voucher No.	09-5180	Vendor: HORNBECK	RUTH HORNBECK				
09-0925	09-5140-567-	REFUNDS		092202	REFUND ON AMBULANCE PAYMENT R. HORNBECK	03/25/2008	91.80
		Printed On Check 003408					91.80
Voucher No.	09-5181	Vendor: ADMINISTAR	ADMINISTAR FEDERAL, INC.				
09-0925	09-5140-567-	REFUNDS		092203	REFUND ON MARY LEE BROWNFIELD CLAIM	03/25/2008	497.52
		Printed On Check 003409					497.52
Voucher No.	09-5182	Vendor: US BANK/CA	U.S. BANK, CT - LOUISVILLE, KY				
09-0925	09-7500-807-	INTEREST ON AMBULANCE LOAN		092205	AMBULANCE LEASE INTEREST PAYMENT #7	03/25/2008	306.22
		Printed On Check 003410					306.22
7 Vouchers Printed Totalling							26,836.76

Page No 1

Pendleton County Fiscal Court  
Voucher Claims Register

911 Fund Fund

From: 03/25/2008 To: 03/25/2008

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Voucher Date	Amount
Voucher No.	09-5183	Vendor: POWERPHONE	POWERPHONE INC.				
09-7825	75-5145-569-	911 STAFF TRAINING	19459	751043	3. DISPATCHER'S DESK REFERENCE MANUALS	03/25/2008	311.95
		Printed On Check 001240					311.95
1 Vouchers Printed Totalling							311.95

Page No 1

In Re: Closing Remarks – Judge Bertram / Magistrates

Applications for dispatcher are to be reviewed on March 26<sup>th</sup>, 2008 and Squire Veirs stated that he would be filling in for Squire Wells on the review Committee.

It was reported that Keith Taylor is scheduled to begin repairs on the Clock Tower next week.

In Re: Adjournment

A motion was made by Squire Wells, seconded by Squire Veirs, carried, that this meeting be adjourned, to meet again in regular session on April 8<sup>th</sup> at 7:00 P.M., Subject to any call meetings.

Pendleton County Judge/Executive

Fiscal Court Clerk

